

SUPPLEMENTAL AGREEMENT

DEC 27 1973 -10 00 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of December 26, 1973, by and among Bank of the Southwest National Association, Houston, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"); Marathon Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "MLC"); and Richmond Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "RLC"),

W I T N E S S E T H:

WHEREAS, Trustee and MLC have previously entered into the following equipment trust agreements: (a) Marathon Leasing Company Equipment Trust, Series 1, dated as of November 1, 1970 (hereinafter the "Series 1 Agreement"), pursuant to which trust certificates in an aggregate amount of \$450,000.00 (hereinafter referred to, together with the trust certificates issued pursuant to the Series 2 and 3 Agreements, as the "Trust Certificates") were issued to persons designated by MLC (hereinafter referred to, together with the holders of the trust certificates issued pursuant to the Series 2 and 3 Agreements, as the "Certificate Holders"); (b) Marathon Leasing Company Equipment Trust, Series 2, dated as of July 1, 1971 (hereinafter the "Series 2 Agreement"), pursuant to which trust certificates in an aggregate amount of \$540,000.00 (hereinafter referred to, together with the trust certificates issued pursuant to the Series 1 and 3 Agreements, as the "Trust Certificates") were issued to persons designated by MLC (hereinafter referred to, together with the holders of the trust certificates issued pursuant to the Series 1 and 3 Agreements, as the "Certificate Holders"); and (c) Marathon Leasing Company Equipment Trust, Series 3, dated as of

October 1, 1971 (hereinafter the "Series 3 Agreement"), pursuant to which trust certificates in an aggregate amount of \$950,000.00 (hereinafter referred to, together with the trust certificates issued pursuant to the Series 1 and 2 Agreements, as the "Trust Certificates") were issued to persons designated by MLC (hereinafter referred to, together with the holders of the trust certificates issued pursuant to the Series 1 and 2 Agreements, as the "Certificate Holders"); and

WHEREAS, MLC desires to assign all of its rights, benefits, duties, obligations and liabilities under the Series 1 Agreement, the Series 2 Agreement, the Series 3 Agreement (which three Agreements are hereinafter collectively called the "Agreements") and the Trust Certificates to RLC and thereby to be released from all liabilities in connection with said Agreements and Trust Certificates; and

WHEREAS, RLC desires to accept said assignment and to assume all of the rights, benefits, duties, obligations and liabilities of MLC under the Agreements and the Trust Certificates; and

WHEREAS, the Certificate Holders have consented to the assignment, assumption and release referred to above; and

WHEREAS, in accordance with the applicable terms and conditions of the Agreements and the Trust Certificates, MLC and RLC desire to secure the written consent of Trustee to said assignment, to the release of MLC from all liabilities in connection with the said Agreements and Trust Certificates, to the assumption by RLC of said liabilities, and to the modification of the said Agreements and Trust Certificates to reflect said assignment, assumption and release; and

WHEREAS, pursuant to Section 13.03 of each of the Agreements Trustee has been furnished with an Officer's Certificate and an Opinion of Counsel (as said terms are defined in said Agreements) relating to the assignment, assumption and release referred to above; and

WHEREAS, Trustee, by executing this Supplemental Agreement, desires to evidence its consent to said assignment, assumption and release and to the modification of said Agreements and Trust Certificates to reflect said assignment, assumption and release;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, MLC, RLC and Trustee hereby agree as follows:

1. MLC hereby assigns and transfers to RLC all of MLC's right, title and interest to and under the Agreements and the Trust Certificates, together with all rights, powers, privileges, duties, obligations and liabilities of MLC under said Agreements and Trust Certificates, and MLC is hereby released from all such liabilities.

2. RLC hereby accepts the assignment and transfer from MLC of all of MLC's right, title and interest to and under the Agreements and the Trust Certificates, together with all rights, powers, privileges, duties, obligations and liabilities of MLC under said Agreements and Trust Certificates, hereby assumes all liabilities of MLC in connection with said Agreements and Trust Certificates, and hereby agrees to perform and observe each and all of the obligations and covenants of the Agreements and the Trust Certificates.

3. Trustee hereby approves and consents to the assignment, assumption and release described in Paragraphs 1 and 2 hereinabove and further approves and consents to the modification of the Agreements and the Trust Certificates to reflect said assignment, assumption and release.

IN WITNESS WHEREOF, MLC, RLC and Trustee have caused
their names to be signed hereto by their respective officers
thereunto duly authorized and their respective corporate seals,
duly attested, to be hereunto affixed as of the 26th day of
December, 1973.

BANK OF THE SOUTHWEST
NATIONAL ASSOCIATION, HOUSTON

(Corporate Seal)

By: 

Trust Officer

ATTEST:


ASST TRUST OFFICER

(Corporate Seal)

MARATHON LEASING COMPANY

By: 

Vice President *ad. Treas.*

ATTEST:


Secretary

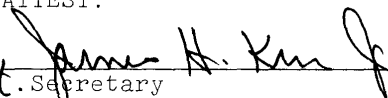
(Corporate Seal)

RICHMOND LEASING COMPANY

By: 

President

ATTEST:


Asst. Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Fenton, Trust Officer of Bank of the Southwest National Association, Houston, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 26th day of December, 1973.

Helen E. Bales
Notary Public in and for
Harris County, Texas.

HELEN E. BALE'S

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1975

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Baumgartner, Vice President & Treasurer of Marathon Leasing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 26th day of December, 1973.

Helen E. Bales
Notary Public in and for
Harris County, Texas.

HELEN E. BALE'S

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1975

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. T. CAROLAN, President of Richmond Leasing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 26th day of December, 1973.

Helen E. Bales
Notary Public in and for
Harris County, Texas

My Commission Expires:

HELEN E. BALES
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975